



# Richfield City Council Agenda

February 24, 2026 -- 7:00 PM

Richfield Municipal Center  
Council Chambers  
6700 Portland Avenue South

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of the Agenda**
4. **Approval of Minutes**
  - a. **Meeting Minutes from (1) City Council Work Session from February 10, 2026, and (2) Regular City Council Meeting from February 10, 2026.**
5. **Open Forum**

Participants can share their comments in person, by voicemail, or email, and may also request to participate virtually. For more information on submitting comments, refer to the Council Agenda and Minutes page on [richfieldmn.gov/citycouncil](http://richfieldmn.gov/citycouncil)
6. **Proclamations and Presentations**
  - a. **Proclamation celebrating Black History Month**
7. **Consent Calendar**

Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.

  - a. **Approve Disbursements/Claims**
  - b. **Consider the approval of engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2026 through 2030.**
  - c. **Consider an Emergency Ordinance to temporarily extend Pre-eviction Notice requirements**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
10. **Proposed Ordinances**
11. **Resolutions**
12. **Other Business**
13. **City Manager's Report**
14. **Council Discussion**
  - a. **Hats off to Hometown Hits**
  - b. **Council Liaison Reports**
15. **Adjournment**

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.

Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City of Richfield website.



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### February 10, 2026

<b>ITEM #1</b>	<b>CALL TO ORDER</b>
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Mayor Supple called the work session to order at 6:04 p.m. in the Bartholomew Room.

*Council Present:* Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods.

*Absent:* Council Member Christensen was excused.

*Staff Present:* Katie Rodriguez, City Manager; Melissa Poehlman, Community Development Director; Sam Crosby, City Planner; Courtney DesCamps, Senior Analyst; and Michelle Friedrich, City Clerk.

*Planning Commission:* Commissioner Ben Surma; Commissioner Cole Hooey.

<b>ITEM #2</b>	<b>ITEM DISCUSSION</b>
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- a. Discuss the draft Request for Proposals for a consultant to assist with the 2050 Comprehensive Plan update

City Planner Crosby presented the draft Request for Proposals (RFP) for consultant services to assist with the City’s 2050 Comprehensive Plan update. Staff reviewed the purpose of the Comprehensive Plan, required elements under Metropolitan Council guidance, and the proposed scope of consultant services, including public engagement, data analysis, and preparation of plan chapters. Sam outlined the anticipated timeline: release of the RFP in the near term, consultant review and selection in March, contract approval in April, project initiation shortly thereafter, and completion of the Comprehensive Plan by mid-2028 to meet regional deadlines.

Council discussion included the role of economic development in addition to land use; how consultant work on the Comprehensive Plan would relate to other City planning efforts; differences between the 2040 and 2050 planning processes; consideration of Penn Avenue, particularly with upcoming reconstruction; and continued focus on the Cedar Avenue corridor. Council also discussed an emphasis on locating new housing away from highway impacts, sidewalk discussions from the 2025 policy proposal process, the use of an interactive project webpage before, during, and after the process, and the importance of highlighting zoning discrepancies and areas anticipated to experience significant change.

No formal action was taken. Council provided staff direction to incorporate feedback into the draft RFP prior to release.

<b>ITEM #3</b>	<b>ADJOURNMENT</b>
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Mayor Supple adjourned the work session at 6:35 p.m.

Date Approved: February 24, 2026

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Mary B. Supple  
Mayor

\_\_\_\_\_  
Courtney DesCamps  
Senior Analyst

\_\_\_\_\_  
Katie Rodriguez  
City Manager

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# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Council Regular Meeting

February 10, 2026

<b>ITEM #1</b>	<b>CALL TO ORDER</b>
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The meeting was called to order by Mayor Supple at 7:00 p.m. on February 10, 2026, in the Council Chambers.

*Council Present:* Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods

*Remote Access:* Council Member Christensen participated remotely via interactive technology for an excused medical reason.

*Staff Present:* Katie Rodriguez, City Manager; Joe Powers, City Attorney; Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

*Guests:*

<b>ITEM #2</b>	<b>PLEDGE OF ALLEGIANCE</b>
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Mayor Supple led the Pledge of Allegiance.

<b>ITEM #3</b>	<b>APPROVAL OF AGENDA</b>
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**MOTION:** made by Council Member Hayford Oleary, seconded by Council Member Coleman-Woods to move Consent Calendar item, 7b Consider a resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project, to item 8a and approve the agenda as amended.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.

Motion carried: 5-0

<b>ITEM #4</b>	<b>APPROVAL OF MINUTES</b>
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**MOTION:** made by Council Member Coleman-Woods, seconded by Council Member Burk to approve the minutes of the (1) City Council Work Session from January 27, 2026, and (2) City Council Regular Meeting from January 27, 2026.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.

Motion carried: 5-0

<b>ITEM #5</b>	<b>OPEN FORUM</b>
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Mayor Supple noted the individuals wishing to speak during Open Forum and reviewed the three-minute time limit for public comments and explained the use of time warning cards to alert the speaker when their time is almost expired. Attendees were reminded to listen respectfully to all speakers. Instructions were given for speakers to state their name and city of residence before speaking.

Seven residents addressed the Council during the Open Forum opportunity.

Birgit Johnson, Richfield resident, described concern after hearing children incorporate references to immigration enforcement into their play, reflecting the broader impact of current events on young children. Ms. Johnson expressed sadness about this influence and emphasized the important contributions immigrants make to essential industries and caregiving. Ms. Johnson also raised concerns about the economic and human impact of enforcement actions by U.S. Immigration and Customs Enforcement, encouraging recognition of immigrants' humanity and role in the community.

Betsy Stark, Richfield resident, asked the city to have its police department document incidents when officers respond to federal immigration enforcement actions. Ms. Stark noted an event in which a detained resident's vehicle was left blocking traffic and no police report was filed. Ms. Stark cited community disruption and associated costs as reasons for creating formal documentation in such cases.

Ava J T McKnight, Richfield resident, stated that she believes dispatch and police have a duty to document incidents where residents' rights may be impacted and shared a written statement from a neighbor who was too fearful to attend. The written statement expressed the neighbor's concerns about immigration enforcement actions, uncertainty about whether legal documentation would be accepted, and fear of possible profiling. Ms. McKnight emphasized the importance of ensuring that families and children feel protected and supported by law enforcement.

John Poppe, Richfield resident, raised privacy and data-security concerns about the City's use of automated license plate readers, including those operated by Flock Safety. Mr. Poppe opined on issues related to data collection, sharing, and potential misuse, and asked the City Council to consider removing existing cameras and prohibiting future use of ALPR technology in the community.

Landon McKay, Richfield resident, voiced frustration with the City's continued use of automated license plate reader cameras from Flock Safety, citing concerns about data privacy, security vulnerabilities, and potential data sharing with federal authorities. Mr. McKay expressed concerns about Flock cameras and urged Council to consider removal of the cameras.

Brianna Darling, Richfield resident, shared a story on behalf of a friend who immigrated from Mexico, adapted to a new trade, and identifies strongly as American. Ms. Darling noted the friend

expressed concern about lacking the same rights and protections as others despite living, working, and paying taxes in the U.S. Ms. Darling highlighted community support and suggested focusing efforts on broader immigration legalization.

John Lehnen, Richfield resident, requested increased funding for the organization Volunteers Enlisted to Assist People (VEAP), which provides food and essential items to individuals affected by poverty, including those impacted by immigration enforcement. Mr. Lehnen also suggested that local representatives advocate for an eviction moratorium to help residents unable to pay rent due to economic challenges.

<b>ITEM #6</b>	<b>PROCLAMATIONS AND PRESENTATIONS</b>
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None.

<b>ITEM #7</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

a. Approve Disbursements/Claims

<b>U.S. BANK</b>	<b>1-30-2026</b>
A/P Checks/ETF's: (1/17/2026- thru 1/30/2026)	\$1,525,181.40
Payroll (1/30/2026) Includes Feb health insurance premiums	\$1,423,261.02
<b>TOTAL</b>	<b>\$2,948,442.42</b>

b. Moved to Item 8a, under Consideration of Items, if Any, Removed from Consent Calendar: Consider a resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project.

c. Consider the approval of a resolution authorizing the lawful gambling premises permit by Richfield Lion's Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.

**RESOLUTION NO. 12409  
 APPROVING THE LAWFUL GAMBLING PREMISES PERMIT APPLICATION FOR  
 RICHFIELD LIONS CLUB TO CONDUCT LAWFUL GAMBLING AT SANDY'S TAVERN  
 AT 6612 PENN AVENUE SOUTH**

**MOTION:** made by Council Member Coleman-Woods, seconded by Council Member Burk to move Consent Calendar item 7b to 8a, and approve consent calendar items 7a and 7c.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.

Motion carried: 5-0

<b>ITEM #8</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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- a. Consider a resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project.

Council Member Hayford Oleary presented the staff report, and noted the project involves a full reconstruction of Nicollet Avenue. Council Member Hayford Oleary reviewed past public engagement beginning in August 2023, City Council approval for the project layout in October 2024, final design, cost contributions, payment schedule, and maintenance responsibilities, including landscaping, and rectangular rapid flashing beacons (RRFBs) negotiated by city staff with Hennepin County.

City Engineer Powers noted negotiations regarding RRFB maintenance are ongoing, with plans to install a hardwired system to improve reliability. City Engineer Powers reviewed the City’s cost share has been structured to defer a significant portion of project payments to 2027 within the cooperative agreement. City Engineer Powers noted

Council and staff discussed landscaping responsibilities, lighting plans, project phasing, and measures to coordinate with waste haulers during construction. Staff emphasized efforts to align final plans with City standards while minimizing costs and ensuring long-term maintenance.

**RESOLUTION NO. 12408  
 AUTHORIZING MAYOR AND CITY MANAGER TO FINALIZE AND EXECUTE COUNTY  
 AGREEMENT NO. PW 22-19-25 FOR CONSTRUCTION ON HENNPIN COUNTY STATE  
 AID HIGHWAY 52 (NICOLLETT AVENUE) IN RICHFIELD**

**MOTION:** made by Council Member Hayford Oleary, seconded by Council Member Burk to approve a resolution authorizing mayor and city manager to finalize and execute Hennepin County Cooperative Agreement number PW22-19-25 for the 2026-27 Nicollet Avenue reconstruction project.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.

Motion carried: 5-0

<b>ITEM #9</b>	<b>PUBLIC HEARINGS</b>
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None.

<b>ITEM #10</b>	<b>PROPOSED ORDINANCES</b>
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None.

<b>ITEM #11</b>	<b>RESOLUTIONS</b>
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None.

<b>ITEM #12</b>	<b>OTHER BUSINESS</b>
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None.

<b>ITEM #13</b>	<b>CITY MANAGER’S REPORT</b>
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City Manager Rodriguez noted City Attorney Tietjen would provide Council with an update on the amicus brief that the city joined and the ongoing lawsuit.

City Attorney Tietjen updated Council regarding the ongoing lawsuit filed by the State of Minnesota and the cities of Minneapolis and St. Paul (plaintiffs) against the federal government’s Operation Metro Surge. City Attorney Tietjen reviewed the lawsuit, initiated on January 12, 2026, alleging constitutional violations of the 10<sup>th</sup> and 1<sup>st</sup> amendments, with the plaintiffs seeking several forms of relief including a preliminary injunction, which the court denied on January 30, 2026. City Attorney Tietjen explained the denial is not a ruling on the merits of the case, which remains active and is proceeding through discovery. Additionally, the City of Richfield, and several other suburban cities, joined an amicus (“friend of the court”) brief presenting policy arguments on how Operation Metro Surge impacts municipal prosecution operations. City Attorney Tietjen noted the brief is available for public review and will be considered by the court as the case progresses.

City Manager Rodriguez provided updates and clarified the emergency ordinance prohibits the use of city property as a staging area for civil immigration activities on city-owned property and added the ordinance does not prohibit federal vehicles from being on the property, but rather from using it to stage operations. City Manager Rodriguez noted residents should continue to call 911 if they witness federal immigration staging activity on city property. City Manager Rodriguez added the city website is continually updated regarding resources for residents and businesses affected by immigration enforcement. She noted staff are exploring rental assistance and potential pre-eviction protections, while collaborating with a multi-city coalition on policy and advocacy.

<b>ITEM #14</b>	<b>COUNCIL DISCUSSION</b>
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- a. Hats off to Hometown Hits.

Council Member Burk addressed resident concerns regarding ALPR cameras, and added anecdotal reports and videos are less persuasive than formal research, such as studies from the University of Washington. Council Member Burk also noted access to camera data is often linked to user decisions on sharing, and added Richfield carefully limits which law enforcement agencies receive information. Council Member Burk referenced state law governance over data sharing. Council Member Burk emphasized that restricting access to local agencies reduces broader dissemination and encouraged residents to review the applicable state law for clarity.

Council Member Hayford Oleary, noted the Transportation Commission reported interest in exploring a more flexible approach to towing and tagging vehicles left behind when someone is taken by Immigration and Customs Enforcement, aiming to reduce additional stress on residents. Staff are reviewing the commission’s recommendations.

Mayor Supple thanked community members for advocating for justice and supporting neighbors during the ongoing crisis. She highlighted efforts to provide food, transportation, and rental or mortgage assistance, while emphasizing the importance of stabilizing local small businesses to preserve jobs. Residents were encouraged to sign up for the city’s business bulletin to access resources and grant programs. Mayor Supple also noted the need to address community trauma, particularly among children, as a long-term effect of Operation Metro Surge, and encouraged continued public input and ideas.

b. Council Liaison Reports

Council Member Hayford Oleary shared a report from the Transportation Commission during the Hats off to Hometown Hits, under item 14a.

<b>ITEM #15</b>	<b>ADJOURNMENT</b>
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**MOTION:** made by Council Member Burk, seconded by Council Member Coleman-Woods to adjourn the meeting at 7:51 p.m.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.

Motion carried: 5-0

Date Approved: February 24, 2026

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Mary Supple  
Mayor

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Michelle Friedrich  
City Clerk

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Katie Rodriguez  
City Manager



① OPEN FORUM  
REGISTRATION CARD

Date 2-24-20

Name Birgit Johnson

Richfield Resident?  YES / NO

Email [REDACTED]

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Morals

**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

**Public Record:** Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.

Comments

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2 OPEN FORUM  
REGISTRATION CARD

Date 02-24-2026

Name Jacob Poppe (pronounced Popp-pea)

Richfield Resident?  YES / NO

Email [REDACTED]

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Remove ALPRS From Our Community

Comments Please seriously consider removing ALPRS from  
our community.

**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

**Public Record:** Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.



**OPEN FORUM  
REGISTRATION CARD**

Date 2/24/26

Name Erica Klein

Richfield Resident? YES / NO

Email 

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Towing

Comments

**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

**Public Record:** Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.



**OPEN FORUM  
REGISTRATION CARD**

Date 02/24/2024

Name Duke Nick Trandner

Richfield Resident?  YES / NO

Email [REDACTED]

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Police + Safety

Comments

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**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

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OPEN FORUM  
REGISTRATION CARD

Date 2/24/26

Name Scott Dahlquist

Richfield Resident?  YES / NO

Email [REDACTED]

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Current Events - ICE

Comments

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**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

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OPEN FORUM

REGISTRATION CARD

Date 2/24/24

Name Gianp Morin

Richfield Resident? YES / NO

Email Funding

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic \_\_\_\_\_

Comments

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**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

**Public Record:** Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.



**OPEN FORUM  
REGISTRATION CARD**

Date \_\_\_\_\_

Name Ava McKnight

Richfield Resident? YES / NO

Email [REDACTED]

*(If you would like a response to your open forum comments,  
please provide your email address)*

Topic Lighting

Comments Lighting has been increasing & is

blinding. Bad for public health (sleep)

bad for environment, does not enhance safety

Example: Bldg on 11<sup>th</sup> & 66<sup>th</sup>. Blinds motorists  
shiner into and across street. Created 9/15/16

**Audience:** Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

**Public Record:** Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.

*Light  
pollution*



## **Proclamation of the City of Richfield**

**WHEREAS**, each February, during Black History Month, the United States honors the contributions and sacrifices of African Americans who have helped shape the nation; and

**WHEREAS**, the City of Richfield, Minnesota, takes pride in recognizing February 2026 as Black History Month, honoring the many notable contributions that people of African descent have made to the United States, including our community and celebrate the rich cultural heritage, triumphs, and adversities that are an indelible part of our country's history; and

**WHEREAS**, the City of Richfield celebrates the diversity of Black people in Richfield, the State of Minnesota, our nation and the Black diaspora, whether they self-identify as African, African American, Afro-Latino, Afro-Caribbean, or Black; and

**WHEREAS**, Americans of African descent are responsible for more than 50,000 inventions with the US Patent Office that are used everyday that improve the daily lives of Americans such as home security systems, traffic lights, refrigerated trucks, and color monitors; and

**WHEREAS**, Black or African-American residents contribute to our Richfield Community in a variety of roles, such as teachers, public safety officers, business owners, and neighbors; and

**WHEREAS**, the City of Richfield, its City Council and staff identify diversity and equity as core values, recognizing that our diverse culture is one of our greatest strengths and assets, striving to promote an environment of equity and inclusion; and

**WHEREAS**, Rori Coleman-Woods is the first Black council member for the City of Richfield; and

**WHEREAS**, the Richfield Human Rights Commission supported this proclamation at its February 5, 2026, meeting and recommended the Richfield City Council do the same.

**Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of February 2026 as Black History Month in the City of Richfield and call on the people of Richfield to continue to honor the contributions of Black Americans throughout the year with appropriate programs, activities, and ceremonies.**

**PROCLAIMED** this 24<sup>th</sup> day of February, 2026.

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Mary Supple, Mayor



**Report Prepared By:**

Scott Kulzer, Senior Analyst

**Department Director:**

Kristin Asher, Public Works Director

**Item for Consideration:**

**Consider the approval of engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2026 through 2030.**

**EXECUTIVE SUMMARY**

Every five years, the City solicits proposals from engineering firms for inclusion in the City's engineering consultant pool. The consultant pool consists of firms the City can contract with for routine engineering services. The City ultimately selects consultants that it believes demonstrate an understanding and appreciation for municipal services, and align with known upcoming needs in the the City's Capital Improvement Plan. The specific areas of practice considered for professional engineering services are:

- General Municipal Engineering
- Traffic Engineering and Transportation Planning
- Water/Wastewater Engineering
- Surface Water Resources Engineering
- Structural, Mechanical and Electrical Engineering
- Landscaping, Urban Design and Urban Planning

Following solicitation of proposals and after completing the selection process, the City will be including the following firms in the 2026-2030 engineering consultant pool:

- Alta Planning + Design, Inc.
- Barr Engineering Co.
- Bolton & Menk, Inc.
- HDR Engineering, Inc.
- Houston Engineering, Inc.
- I & S Group, Inc. (ISG)
- Stantec Consulting Services, Inc.
- Transportation Collaborative & Consultants, LLC (TC2)
- WSB

Inclusion in the City's engineering consultant pool does not guarantee any engineering consultant any specific project or volume of work, nor does it preclude the City from removing an engineering firm from the pool or adding others as needed. The engineering consultant pool allows the City to efficiently request proposals for services and enter into work order agreements based upon previously negotiated terms which

are laid out in each individual agreement.

## **RECOMMENDED ACTION**

**By Motion: Approve the engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2026 through 2030.**

## **HISTORICAL CONTEXT**

- Requests for proposals (RFPs) were sent in early October.
- RFPs were due in mid-November and finalists were notified in early December.
- The final consultant pool was determined in January and agreement terms were negotiated with each firm until a final agreement was reached.
- The City received 28 proposals for inclusion in the consultant pool.
- Nine engineering firms were chosen for the 2026-2030 consultant pool.

## **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

- Approval of these agreements is routine City business.
- The work orders and projects that will arise from these agreements will further the City's Strategic Plan priorities and equity goals in numerous ways.

## **POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)**

Agreements and contracts must be approved by the City Council and executed by the Mayor and City Manager.

## **CRITICAL TIMING ISSUES**

- The existing engineering consultant pool agreements from the 2021-2025 term have expired.
- Approval of these 2026-2030 agreements will allow future work orders to be governed by the updated agreement terms.

## **FINANCIAL IMPACT**

- None at this time.
- Future work orders are approved on an as-needed basis and the fee for service is negotiated at that time.
- The City budgets annually for anticipated consultant services expenses.

## **LEGAL CONSIDERATIONS**

- The City Attorney has reviewed the individual agreements and will be available to answer questions.
- Because the nine agreements are large and substantially similar, only one generic consultant agreement is included in this staff report.

- Each individual agreement is available upon request to the Public Works Department.

**ALTERNATIVE RECOMMENDATION(S)**

None.

**ATTACHMENTS**

1. 2026 DRAFT Engineering Consultant Pool Services Agreement

# CITY OF RICHFIELD, MINNESOTA

## CLIENT-CONSULTANT PROFESSIONAL SERVICES AGREEMENT

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This AGREEMENT is made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, (“Effective Date”) between the City of Richfield, Minnesota, a Minnesota Municipal corporation (hereinafter referred to as the “CITY”), and [Firm NAME], a corporation (hereinafter referred to as “CONSULTANT”).

From time to time the CITY intends to engage CONSULTANT to provide Professional Engineering Related Services. This AGREEMENT sets forth the general terms and conditions which shall govern the relationship and performance of the CITY and CONSULTANT.

In consideration of the foregoing recitals and following terms and conditions contained herein, the CITY and CONSULTANT agree as follows:

### ARTICLE 1: SERVICES OF THE CONSULTANT

#### 1.1 Scope of Services:

- A. The services to be provided by CONSULTANT shall be set forth in a written communication or Work Order that is authorized by the CITY prior to the start of work.
- B. Professional Engineering Related Services will, in general, include studies and reports, design, preparation of working drawings and specifications; construction administration and construction observations; mapping, preparation of cost estimates; and other related tasks of a type normally associated with infrastructure improvements.
- C. This AGREEMENT is not a commitment by the CITY to CONSULTANT to request services or to issue any Work Orders.

#### 1.2 Work Order Procedure

- A. CONSULTANT shall provide the CITY with a proposal for specific services or projects when requested by the CITY. Each Work Order will indicate the specific task, scope of services, time for performance, deliverables to be provided, and the basis of compensation.
- B. Individual Work Orders or written communications authorizing services by CONSULTANT shall be mutually approved by the CITY and CONSULTANT. Each duly executed Work Order shall be incorporated and made a part of this AGREEMENT and the General Considerations thereof.

### ARTICLE 2: PERIOD OF SERVICE AND TIMES FOR RENDERING SERVICES

- 2.1 Term: This AGREEMENT shall be effective and applicable to each Work Order issued hereunder and shall apply to any service provided by CONSULTANT, whether retained under a formal Work Order or other written action or approval by the CITY, subject, however, to termination by either party in accordance with ARTICLE 6.11.

2.2 The times for performing services or providing deliverables shall be as stated in each Work Order or written communication authorizing the service or deliverable.

**ARTICLE 3: COMPENSATION**

3.1 Basis for Compensation: Compensation to CONSULTANT shall be as set forth in each Work Order. -When services are requested by the CITY and a Work Order is not executed, the services shall be provided on an hourly rate basis in accordance with the hourly rate sheet on file at the CITY, or as mutually agreed to in written form.

3.2 Payments for Services

A. *Preparation and Submittal of Invoices:* CONSULTANT shall prepare and submit invoices to the CITY on a monthly basis, unless otherwise mutually agreed. Invoices are due and payable within 45 days of receipt.

B. *Disputed Invoices:* If the CITY contests an invoice, the CITY shall advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

C. *Required Invoice Information:* CONSULTANT's invoices shall contain the following information: 1) The CITY's Project number; 2) invoice number (sequential); 3) current costs incurred; 4) cumulative costs to date; 5) work order amount; 6) work order amount remaining; 7) signature request on each invoice attesting to services and costs as new and no previous payment received.

**ARTICLE 4: CONSULTANT'S RESPONSIBILITIES**

4.1 CONSULTANT shall be responsible for project management and for using its best efforts to keep the project on schedule and within budget.

4.2 CONSULTANT shall complete, to the CITY's satisfaction, the "Writing to Get Things Done" course.

4.3 CONSULTANT shall communicate clearly and regularly with the CITY regarding the project timeline, work completion, and deadlines for review submittals and information requests.

4.4 CONSULTANT is responsible for building in ample time within its schedule to allow for the CITY's reviews and responses.

**ARTICLE 5: THE CITY'S RESPONSIBILITIES**

5.1 The CITY shall designate a person to act as the CITY's representative with respect to services to be rendered under this AGREEMENT. Unless otherwise designated in writing, the CITY's representative shall be the City Engineer. Such persons shall have authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to CONSULTANT's services, and render decisions relative to a specific project.

5.2 Provide Access: The CITY shall provide access to, and make provisions for CONSULTANT to enter upon public or private property as required to perform their work.

- 5.3 Provide supporting documentation and Services: The CITY shall provide all necessary information regarding its requirements as necessary for orderly progress of the work, including records, data, instructions, and requirements for completeness. The CITY shall also provide services in regards to accounting, fiscal and bond counseling services, insurance, and legal services as may be required for the project.
- 5.4 The CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONSULTANT pursuant to this AGREEMENT. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this AGREEMENT.
- 5.5 Provide prompt Notice and Review: The CITY shall promptly review and examine all correspondence, reports, sketches, drawings, specifications and other documents and communications prepared and presented by CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. CONSULTANT is solely responsible for any delays, however, if it does not allow for ample time for the CITY's review and decision. The CITY shall also give prompt notice to CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work.
- 5.6 The CITY shall act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; obtain permits; approvals and consents from others as may be necessary for completion of the project, unless the CITY directs CONSULTANT to obtain such permits, approvals and consents.

## **ARTICLE 6: GENERAL CONSIDERATIONS**

### **6.1 Standards and Parameters of Performance**

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under like circumstances. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this AGREEMENT. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- B. *Technical Accuracy:* CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from, and the CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in the information furnished by the City.
- C. *Consultants:* CONSULTANT, with written approval by the CITY, may employ such sub-consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CITY.

- D. *Compliance with Laws and Regulations, and Policies and Procedures*: CONSULTANT and the CITY shall comply with applicable Laws and Regulations and the CITY mandated standards.
- E. Unless expressly authorized by the CITY in writing, CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work. CONSULTANT shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing its work.
- F. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents, or for the acts or omissions of any Contractor, Subcontractor, or Supplier.

6.2 Independent Contractor: CONSULTANT is an independent contractor. The manner in which the services are performed shall be controlled by CONSULTANT; however, the nature of the services and the results to be achieved shall be specified by the CITY. All services provided by CONSULTANT pursuant to this AGREEMENT shall be provided by CONSULTANT as an independent contractor and not as an employee of the CITY for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

6.3 Insurance

A. CONSULTANT shall procure, and maintain and keep in force at all times during the term of the AGREEMENT, the following minimal insurance protection in the limits specified:

1. A commercial general liability insurance policy protecting CONSULTANT from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Agreement. The minimum limits shall be \$1,500,000 per occurrence; and, \$2,000,000 annual aggregate. To meet the commercial general liability requirements, the CONSULTANT may use a combination of excess and umbrella coverage. Such policy shall also include contractual liability coverage.
2. An automobile liability insurance policy, if applicable, protecting the CONSULTANT from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Agreement. The minimum limits shall be \$1,500,000 per occurrence combined single limit for bodily injury and property damage. The following coverages shall be included: Owned, Non-owned and Hired Automobiles.
3. A Professional (Errors and Omissions) Liability Insurance policy covering personnel of the CONSULTANT that provides coverage for all claims that the CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's services under this Agreement. The minimum limits shall be \$2,000,000 per claim and \$2,000,000 annual aggregate.
4. Workers Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Employer's liability insurance with minimum limits

as follows: \$500,000 – Bodily Injury by Disease per employee; \$500,000 – Bodily Injury by Disease aggregate; and \$500,000 – Bodily Injury by Accident. If the CONSULTANT is exempt from Worker’s Compensation Insurance, it must provide a written statement, signed by an authorized representative, indicating the qualifying exemption under state statute.

- B. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days’ notice thereof to the CITY.
- C. For any specific Work Order, the CITY may request that CONSULTANT provide additional insurance coverage, increased limits, or revised deductibles.
- D. Certificates of insurance will be provided to the CITY upon execution of this AGREEMENT and thereafter upon request by the CITY. The CITY shall be listed as an additional insured on the commercial general liability and automobile liability certificates.

#### 6.4 Opinions of Cost

- A. CONSULTANT’s opinions of probable project cost, construction cost, life cycle cost, alternative evaluations, and considerations for operations and maintenance costs are to be made on the basis of CONSULTANT’s experience and qualifications and represent CONSULTANT’s best judgment as an experienced and qualified professional generally familiar with the construction industry. It is recognized, however, that CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions. CONSULTANT, therefore, cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions of probable costs prepared by CONSULTANT and submitted to the CITY.

- 6.5 Compliance Requirements: Data provided by CONSULTANT or created under this AGREEMENT shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. During the performance of this AGREEMENT, CONSULTANT shall be in compliance with applicable federal, state and city statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59. CONSULTANT shall not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, public assistance status, veteran status, disability, or other protected classes.

#### 6.6 Use of Documents and Records Availability and Retention

- A. All Documents prepared and submitted by CONSULTANT are instruments of service, except for the CITY-furnished data. CONSULTANT grants to the CITY an irrevocable license to use such Instruments of Service as deemed necessary by the CITY. CONSULTANT shall retain an ownership and property interest therein whether or not the Project or Service is completed.
- B. At the time of completion or termination of this AGREEMENT or for each Work Order, the CITY may make and retain copies of all deliverables, maps, reports, and correspondence, pertaining to the work or Project.

- C. In the event electronic copies of documents are made available to the CITY, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
  - D. The CONSULTANT shall maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, CONSULTANT also agrees that the CITY, the State Auditor, or legislative authority, or any of their duly-authorized representatives, at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of CONSULTANT which are relevant to the contract. Additionally, CONSULTANT agrees to maintain these records and make them available for examination for a minimum period of six (6) years from the date of termination of this Agreement.
- 6.7 Design without Construction Phase Services: If CONSULTANT provides design services for a project but the CITY does not retain the services of CONSULTANT for construction phase engineering services, the CITY assumes responsibility for interpretation of the plans and specifications and for construction observation or review of the Contractor's work.
- 6.8 Conflict of Interest: CONSULTANT shall use best efforts in the performance of its services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the CITY. In the event of a conflict, CONSULTANT, with the consent of the CITY, shall arrange for suitable alternative engineering representation. It is the intent of CONSULTANT to refrain from handling engineering matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the CITY, in the opinion of the CITY.
- 6.9 Hazardous Substances: CONSULTANT's scope of services does not include any services related to hazardous or toxic materials. If it becomes known that such materials may be present at or near a project that may affect the CONSULTANT's services, the CONSULTANT shall immediately inform the CITY in writing and may suspend performance of its services, without liability. The CONSULTANT shall also assist the CITY to retain appropriate specialists or consultants to adequately identify and abate such materials so that CONSULTANT's services may resume.
- 6.10 Construction Project Observation: If requested by the CITY, CONSULTANT shall visit and document a contractor's work at appropriate intervals during a construction project to monitor the progress and quality of the contractor's work and determine, in general, if the work is proceeding in accordance with the contractor's responsibilities under a construction project. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on such a construction project. If the CITY desires more extensive observation or a full-time or on-site representative, the CITY shall request such services be provided by the CONSULTANT in a work order.
- 6.11 Termination/Default
- A. Either party may terminate this AGREEMENT upon thirty (30) days written notice.

- B. Either party has the right to terminate any Work Order upon ten (10) days written notice unless otherwise stated in the Work Order. In addition, the CITY may at any time, reduce the scope of a Work Order. Such reduction in scope of a Work Order shall be set forth in a written notice from the CITY to CONSULTANT.
- C. In the event of a reduction in scope of a Work Order, CONSULTANT shall be paid for the work performed and expenses incurred on the Work Order thus reduced and for any completed and abandoned work for which payment has not been made.
- D. In the event of termination of an Work Order, copies of all documents prepared by CONSULTANT under the Work Order shall be made available by CONSULTANT to the CITY, pursuant to ARTICLE 6.6, and there shall be no further obligation of the CITY to CONSULTANT under the Work Order, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.
- E. In like manner, if the entire AGREEMENT is terminated pursuant to ARTICLE 6.11A, copies of all remaining documents on file with CONSULTANT shall also, upon request, be made available to the CITY pursuant to ARTICLE 6.6 upon receipt of payment of amounts due and owing CONSULTANT for any authorized work.
- F. If CONSULTANT fails to fulfill its obligations under this AGREEMENT in a professional and reasonably timely manner to provide the services described in Article 1 of this AGREEMENT or otherwise violates the terms of this AGREEMENT the CITY shall have the right to terminate this AGREEMENT if CONSULTANT has not cured the default after receiving ten (10) days written notice of the performance issue or other item of default.
- G. Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY as a result of any breach of this AGREEMENT by CONSULTANT. The CITY may, in such event, withhold payments due to CONSULTANT for the purpose of set-off until such time as the exact amount of damages due to the CITY is determined. The rights or remedies provided for herein shall not limit the CITY, in case of any default by CONSULTANT from asserting any other right or remedy allowed by law, equity, or by statute.

6.12 Controlling Law: This AGREEMENT is to be governed by the laws of the State of Minnesota.

6.13 Successors, Assigns, and Beneficiaries

- A. The CITY and CONSULTANT are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the CITY and CONSULTANT are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.
- B. CONSULTANT may not assign, sublet, or transfer any rights under or interest in this AGREEMENT, or any portion thereof, without the written consent of the CITY. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder, pursuant to ARTICLE 6.1C.

C. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and CONSULTANT.

6.14 Dispute Resolution

A. The CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking other provisions of this AGREEMENT, or exercising their rights under law, except for an item of default which is governed by ARTICLE 6.11 F-G.

6.15 Notices: Any notice required under this AGREEMENT will be in writing and given personally, by registered or certified mail postage prepaid, or by a commercial courier service, addressed as follows:

**To: THE CITY:**

Joe Powers, City Engineer  
City of Richfield  
1901 E 66<sup>th</sup> Street  
Richfield, MN 55423-2560  
Phone: (612) 861-9791

**To: CONSULTANT:**

«Contact\_Name»  
«Firm\_Name»  
«Street\_Address»  
«City», «State» «Zip»

All notices shall be effective upon the date of receipt.

6.16 Liability and Indemnification:

A. CONSULTANT agrees to defend, indemnify and hold the CITY harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from the provision of the services provided to the CITY under this AGREEMENT.

B. The CITY agrees to defend, indemnify and hold CONSULTANT harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from the provision of the services provided to CONSULTANT described in ARTICLE 5 of this AGREEMENT.

6.17 Survivability, Severability, Waiver

A. *Survivability*: All express representations, waivers, indemnifications, and limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.

B. *Severability*: Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONSULTANT.

C. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

«Firm\_Name»

CITY OF RICHFIELD, MINNESOTA

By \_\_\_\_\_

By \_\_\_\_\_

«Contact\_Name»

Mary Supple, Mayor

«Title»

By \_\_\_\_\_

Katie Rodriguez, City Manager



**Report Prepared By:**

Melissa Poehlman, Community Development Director

**Department Director:**

Melissa Poehlman, Community Development Director

**Item for Consideration:**

**Consider an Emergency Ordinance to temporarily extend Pre-eviction Notice requirements**

**EXECUTIVE SUMMARY**

Operation Metro Surge has created significant disruptions in the ability of many people to get to work and/or conduct business and thus earn income to pay for necessities like shelter and food. The number of tenants who will be unable to pay rent is expected to be similar to the Covid-19 Pandemic. In response, the City Council asked staff and the City Attorney's office to draft an emergency ordinance extending the required pre- eviction notice period of 14 days, in order to allow additional time for tenants to access financial assistance. A pre- eviction notice or eviction filing is often needed to access emergency assistance.

The attached emergency ordinance would:

- Extend the pre- eviction notice for non- payment of rent or other financial obligation from 14 days to 30 days;
- Except for timing, match notice requirements prescribed by Statute;
- Maintain a landlords' ability to evict tenants for non- financial reasons;
- Maintain the current non- local enforcement policy;
- Provide a tool for tenants to challenge evictions that are not preceded by a 30- day notice; and
- "Sunset" or end the effective period of the emergency ordinance on May 18th in conjunction with the State Legislative Session.

The true need for tenants, beyond an ability to safely attend or operate places of employment, is financial assistance. An extension of notification requirements, or an eviction moratorium as contemplated by others, does not eliminate the requirement to pay rent, and in some instances can lead to debts that exceed available sources of assistance. Ensuring that both tenants and landlords are aware of financial resources as soon as possible remains a key component of the City's housing stabilization work. While an extension of notification requirements may be helpful to tenants, it can challenge a building owner's ability to pay bills, including property taxes. Many Richfield landlords are small business owners themselves, rather than large corporations.

Given the extraordinary circumstances caused by Operation Metro Surge, staff is supportive of the temporary emergency action.

## **RECOMMENDED ACTION**

**Approve an Emergency Ordinance temporarily extending Pre-Eviction Notice requirements.**

## **HISTORICAL CONTEXT**

- The State of Minnesota enacted 14-day pre-notification eviction requirements on January 1, 2024.
- In 2025, the City Council requested that staff study a permanent extension of pre-eviction notification requirements to 30 days and added an extension to its legislative platform. Study of a revised permanent policy is scheduled for late 2026, early 2027.

## **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

Operation Metro Surge has had a significantly greater impact on communities of color, who disproportionately live in rental housing.

## **POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)**

Richfield City Charter Section 3.06 establishes rules for the enactment of an emergency ordinance.

## **CRITICAL TIMING ISSUES**

- The proposed emergency ordinance was discussed at a Council work session on February 17.
- The timing of these actions has allowed for minimal communication with landlords. Initial feedback has been mixed.
- Given the urgency of the situation and the temporary nature of the ordinance, an expedited timeline is reasonable.

## **FINANCIAL IMPACT**

- There is no direct financial impact on the City; however, rental property owners will likely be impacted by a delay in rent payments. A significant delay and possible loss in revenue may impact the ability of some owners to pay bills, including property taxes due in May.
- The Housing and Redevelopment Authority (HRA) committed \$50,000 in Local Affordable Housing Aid (LAHA) to VEAP to provide emergency rental assistance to tenants. Staff is monitoring the use of these funds and it is likely that VEAP will request additional funds in coming months.

## **LEGAL CONSIDERATIONS**

The proposed ordinance was drafted with the City Attorney's office.

## **ALTERNATIVE RECOMMENDATION(S)**

Do not adopt the emergency ordinance.

## **ATTACHMENTS**

1. 2026-02-24 DRAFT Richfield Emergency Ordinance Eviction Notification Period - Revised 02-23-26 (002)

**BILL NO. \_\_\_\_\_**

**AN EMERGENCY ORDINANCE PROVIDING FOR AN EXTENDED NOTICE PERIOD PRIOR TO THE FILING OF AN EVICTION FOR NONPAYMENT OF RENT**

**THE CITY OF RICHFIELD DOES ORDAIN:**

**SECTION 1.**

**PREAMBLE.**

- 1.01** The City of Richfield (“City”) values the safety, dignity, equal protection and treatment, and human rights of all its residents, regardless of race, religion, immigration status, or national origin. The City is home to persons of diverse racial, ethnic, and national backgrounds, including a significant immigrant and refugee population.
- 1.02** In December 2025, federal immigration enforcement action dramatically increased in the Twin Cities metro area as part of its Operation Metro Surge. These actions have led to the deployment of approximately 3,000 federal officers to the Twin Cities, a number which exceeds the combined total of the ten largest Twin Cities metro police forces and dwarfs that of the City. The federal immigration enforcement actions have led to the arrest of over 2,000 individuals.
- 1.03** The federal immigration enforcement action has occurred within and around the City and has targeted those within the City. On January 8, 2026, a highly publicized federal immigration enforcement action involved the arrest of two U.S. citizens at a retail store within the City. These individuals worked within the City at that store. This immigration enforcement action resulting in the arrest of US citizens indicates a general danger to those who live and work within the City.
- 1.04** The federal immigration enforcement action has broadly sown fear within the Twin Cities, including among City residents. Retail establishments have temporarily closed or reduced hours causing City residents working for those establishments not to receive expected income. City residents have felt compelled to remain in their homes and miss work in order to avoid being caught up in or targeted by the federal immigration enforcement action. The City is aware of nine local businesses that have closed or modified hours due to current federal actions, and according to VEAP, in-person visits for food assistance dropped 30% in December as people opted not to leave their homes.
- 1.05** The City’s 2040 Comprehensive Plan identifies several broad housing policies, including developing policies for naturally occurring affordable multi-family housing that encourage the maintenance and upgrading of aging apartment buildings, while maintaining affordability and *preventing displacement of residents*.

**1.06** By this ordinance, the City desires to mitigate the negative effects of the federal immigration enforcement action on its residents' housing stability by establishing a pre-eviction notice requirement greater than that which exists under Minnesota statute. Winter in Minnesota can be notoriously harsh, this year included. Causing City residents to face housing instability in the midst of the federal immigration enforcement action and freezing temperatures is likely to threaten residents' well-being. Renters that have a recent eviction on their record often have a difficult experience finding appropriate housing. This ordinance is intended to provide an extended period for residents to access resources and avoid eviction for nonpayment of rent.

**1.07** This ordinance qualifies as an emergency ordinance under Richfield City Charter Section 3.06 as there is an established connection between housing, public health, and safety. In consideration of the ongoing circumstances in the City, it is necessary for the immediate preservation of public health, safety, and welfare for the aforementioned reasons.

## **SECTION 2.**

### **2.01 NOTICE REQUIRED PRIOR TO INITIATING EVICTION PROCEEDINGS**

(A) At least thirty (30) days before bringing an eviction action alleging nonpayment of rent or other unpaid financial obligations in violation of the lease, a landlord must provide written pre-eviction notice to the residential tenant specifying the basis for future eviction action.

1. The written pre-eviction notice under this Section 2.01 must include:

- (a) the total amount due;
- (b) a specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease;
- (c) the name and address of the person authorized to receive rent and fees on behalf of the landlord;
- (d) the following statement: "You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit [www.LawHelpMN.org](http://www.LawHelpMN.org) to know your rights and find your local Legal Aid office.";
- (e) the following statement: "To apply for financial help, contact your local county or Tribal social services office, apply online at

MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709."; and

- (f) the following statement: "Your landlord can file an eviction case if you do not pay the total amount due or move out within 30 days from the date of this notice."

2. The landlord or an agent of the landlord must deliver the notice personally or by first-class mail to the residential tenant at the address of the leased premises.

(B) If the tenant fails to correct the rent delinquency within thirty (30) days of the notice or fails to vacate, the landlord may bring an eviction action under Minnesota Statutes §504B.321.

(C) In the case of an expedited eviction action filed pursuant to Minnesota Statutes §504B.321, subd. 2, a landlord will not be required to provide or comply with the pre-eviction notice required under this Section.

**2.02 WAIVER NOT ALLOWED.** The parties to a written or oral lease may not waive or modify the requirements imposed by this ordinance.

**2.03 AFFIRMATIVE DEFENSE.** In addition to any other remedy available to a tenant at equity or law, it shall be an affirmative defense that a tenant's landlord failed to comply with the provisions of this ordinance. This affirmative defense is available to a tenant facing an eviction action alleging nonpayment of rent or other unpaid financial obligations in violation of the lease.

**2.04 SEVERABILITY.** The provisions of this ordinance are severable. If any provision of this ordinance or its application is held invalid, that invalidity will not affect other provisions or applications that can be given effect without the invalid provision or application.

**SECTION 3.** This ordinance will be effective in accordance with Section 3.09 of the City Charter and will remain in effect through May 18, 2026 (the currently scheduled end of the 2026 Minnesota Legislative Session); following that date, this ordinance will be automatically repealed.

Adopted by the City of Richfield this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Mary B. Supple, Mayor

ATTEST:

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Michelle Friedrich, City Clerk